

A RESOLUTION

BY: CITY UTILITIES COMMITTEE

01-*R*-1805

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT BETWEEN THE GEORGIA DEPARTMENT
OF TRANSPORTATION AND THE CITY OF ATLANTA FOR THE
PURPOSE OF CONSTRUCTING ROADWAY IMPROVEMENTS
DESCRIBED AS SR139/MARTIN LUTHER KING, JR., DRIVE
FROM H. E. HOLMES ROAD TO BARFIELD AVENUE IN THE
CITY OF ATLANTA, GEORGIA AND FOR OTHER PURPOSES.**

WHEREAS, the City of Atlanta has represented to the Department of Transportation a desire to participate in certain activities hereinafter referred to SR 139/M. L. King Jr. Drive from HE Holmes Road to Barfield Avenue in the City of Atlanta, Georgia, currently described as Georgia Department of Transportation Project Number STP-0004(001) contract 2, P.I. Number 752075, hereinafter referred to as the "Project"; and

WHEREAS, the Georgia Department of Transportation has expressed a willingness to participate in certain activities to construct roadway improvements described as the "Project", and the Department has presented an agreement for execution by the City of Atlanta; and

WHEREAS, Project Number STP-0004(001) Contract 2, P.I. Number 752075, the "Project", will benefit citizens within the City of Atlanta, Georgia, County of Fulton; and

WHEREAS, on February 7th 1995 the City of Atlanta entered into a Local Government Project agreement (LGPA) with the Georgia Department of Transportation, herein called the "former agreement".

WHEREAS, the "former agreement" calls for the City to perform the following:

- (a) Fund all rights-of-way and/or easements needed for the construction of the project.
- (b) Make all utility relocations or adjustments of utilities that are in conflict with the construction of this project. Reimburse Georgia D.O.T for any damages paid to the contractor for delay of construction caused by a delay in relocating the publicly owned utilities.
- (c) Pay 100% of preliminary engineering cost and 20% of construction cost.

WHEREAS, the revised agreement sent by the Georgia Department of Transportation to the City of Atlanta dated October 3, 2001 herein called the "new agreement" effectively supercedes all agreements contained in the "former agreement".

WHEREAS, the "new agreement" calls for the City of Atlanta to contribute to the Project by funding all the Project costs for the preconstruction engineering (design) activities and funding all the costs for utility relocation needed for the project; and

WHEREAS, the "new agreement" calls for the Georgia Department of Transportation to contribute to the Project by funding all Project costs for rights-of-way acquisitions, and construction. The Georgia DOT shall acquire all rights of way and/or easements needed for the Project; and

WHEREAS, Both the City and the Department hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved State Transportation Improvement Program or earlier; and

WHEREAS, both parties shall agree to adhere to all the particulars associated with the execution of this agreement.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor be and is hereby authorized to execute an agreement currently described as Georgia Department of Transportation Project Number STP-0004 (001) Contract 2, P.I. Number 752075, hereinafter referred to as the "PROJECT", in substantially the form attached hereto, Exhibit "A", for the purpose to construct roadway improvements described as SR 139/MLK Jr. Drive from HE Holmes Road to Barfield Avenue in the City of Atlanta, Georgia, County of Fulton.

BE IT FURTHER RESOLVED that the City of Atlanta shall incur no liability under these agreements until same has been executed by the Georgia Department of Transportation.

A true copy,

Thonda Daughkin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

NOV 19, 2001
NOV 27, 2001

AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
THE CITY OF ATLANTA
FOR
SR 139/MLK JR. DR. FROM HE HOLMES RD TO BARFIELD AVENUE

This AGREEMENT is made and entered into this ____ day of _____, 2001, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "**DEPARTMENT**", and THE CITY OF ATLANTA, GEORGIA, acting by and through its Mayor and City Council, hereinafter called the "**CITY**".

WHEREAS, the CITY has represented to the DEPARTMENT a desire to construct roadway improvements described as SR 139/MLK Jr. Drive from HE Holmes Road to Barfield Avenue in the City of Atlanta, Georgia, currently described as Georgia Department of Transportation Project Number STP-0004(001) CT 2, P. I. Number 752075, hereinafter referred to as the "**PROJECT**"; and

EXHIBIT "A"

WHEREAS, the CITY has represented to the DEPARTMENT a desire to participate in certain activities of the PROJECT as set forth in this AGREEMENT, and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the project as set forth in this AGREEMENT.

THEREFORE in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the CITY hereby agree each with the other as follows:

1. The CITY shall contribute to the PROJECT by funding all of the PROJECT costs for the preconstruction engineering (design) activities and funding all of the costs for utility relocations needed for the product.

2. The DEPARTMENT shall contribute to the PROJECT by funding all of the PROJECT costs for right of way acquisitions, and construction. The DEPARTMENT shall acquire all rights of way and/or easements needed for the PROJECT. The DEPARTMENT may use funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration, hereinafter referred to as the "FHWA", under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources; subject to those certain conditions set forth in this AGREEMENT.

3. Both the CITY and the DEPARTMENT hereby acknowledge that time is of the essence and both parties shall adhere to the priorities established in the approved State Transportation Improvement Program or earlier. Furthermore, all parties shall

adhere to the detailed project schedule, as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the DEPARTMENT shall have final authority. If, for any reason, the CITY does not produce acceptable deliverables at the milestone dates defined in the Transportation Improvement Program/State Transportation Improvement Program, or in the approved schedule, the DEPARTMENT reserves the right to delay the project's implementation until funds can be re-identified for construction or right of way, as applicable.

4. All Primary Consultant firms hired by the CITY to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the CITY with a list of prequalified consultant firms in the appropriate area-classes.

5. The CITY shall accomplish all of the preconstruction engineering (design) activities for the PROJECT. The preconstruction engineering activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications for the Construction of Transportation Systems, PROJECT schedules, and applicable guidelines of the DEPARTMENT. The CITY's responsibility for design shall include, but is not limited to the following items:

a. Prepare the PROJECT concept report in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the CITY as provided for in paragraph 5b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the CITY beginning further development of the

PROJECT plans. It is recognized by the parties that the approved concept may be modified by the CITY as required by the DEPARTMENT and reapproved by the DEPARTMENT during the course of design due to public input, environmental requirements, or right of way considerations.

b. Develop the PROJECT's base year (year facility is expected to be open to traffic) and design year (base year plus 20 years) traffic volumes. This shall include average daily traffic (ADT) and morning (am) and evening (pm) peak hour volumes. The traffic shall show all through and turning movement volumes at intersections for the ADT and peak hour volumes and shall indicate the percentage of trucks expected on the facility.

c. Validate (check and update) the approved PROJECT concept and prepare a PROJECT Design Book for approval by the DEPARTMENT prior to the beginning of preliminary plans.

d. Prepare environmental studies, documentation, and reports for the PROJECT that show the PROJECT is in compliance with the provisions of the National Environmental Protection Act and Georgia Environmental Protection Act, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, underground storage tanks (UST), and hazardous waste site studies required. The CITY shall submit to the DEPARTMENT all environmental documents and reports for review and approval by the DEPARTMENT and the FHWA.

e. Prepare all public hearing and public information displays and conduct all required public hearings and public information meetings in accordance with DEPARTMENT practice.

f. Perform all surveys, mapping, and soil investigation studies needed for design of the PROJECT.

g. Perform all work required to obtain project permits, including, but not limited to, US Army Corps of Engineers 404 and Federal Emergency Management Agency (FEMA) approvals. These efforts shall be coordinated with the DEPARTMENT.

h. Prepare the PROJECT's drainage design including erosion control plans, development of hydraulic studies as required by the DEPARTMENT and to meet any required Federal Emergency Management Agency Criteria and acquisition of all necessary permits associated with the drainage design.

i. Prepare traffic studies, preliminary construction plans, preliminary and final utility plans, preliminary and final right of way plans, staking of the required right of way, and final construction plans including erosion control, traffic handling, and construction sequence plans and specifications including special provisions for the PROJECT.

j. Provide certification, by a Georgia Registered Professional Engineer, that the construction plans have been prepared under the guidance of the professional engineer and are in accordance with acceptable industry standards.

k. Failure of the CITY to follow the DEPARTMENT's Plan Development Process will jeopardize the use of Federal funds and the City shall then provide full funding for construction.

6. The PROJECT construction plans shall be prepared in metric units and Right of Way Plans shall be prepared in dual units – English and metric.

7. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively, and shall be organized as per the Department's guidelines on electronic file management.

8. The DEPARTMENT shall review and has approval authority for all aspects of

the PROJECT. The DEPARTMENT will work with the FHWA to obtain all needed approvals with information furnished by the CITY .

9. Upon the CITY 's determination of the rights of way required for the PROJECT and the approval of the right of way plans by the DEPARTMENT, the DEPARTMENT shall fund the acquisition and acquire the necessary rights of way for the PROJECT. Right of way acquisition shall be in accordance with the law and the rules and regulations of the FHWA including but not limited to, Title 23, United States Code; 23 CFR 710, et. seq., and 49 CFR Part 24, and the rules and regulations of the DEPARTMENT. Failure to follow these requirements will result in loss of Federal funding for the PROJECT. All required right of way shall be obtained and cleared of obstructions, including underground storage tanks, prior to the DEPARTMENT's advertising the PROJECT for bids. The CITY shall further be responsible for making all changes to the approved right of way plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the right of way or to match actual conditions encountered.

10. The CITY shall be responsible for all utility relocation costs necessary for the construction of the PROJECT.

11. The CITY shall be responsible for all costs for providing energy, maintenance, and operational costs of any roadway and interchange lighting within the PROJECT limits.

12. The CITY shall follow the DEPARTMENTS's procedures for identification of existing and proposal utility facilities on the PROJECT. These procedures, in part,

require all requests for existing, proposed, or relocated facilities to flow through the DEPARTMENTS's Project Liaison the District Utilities Engineer.

13. The CITY shall be responsible for all costs for the continual maintenance and the continual operations of any and all sidewalks within the PROJECT limits.

14. The CITY agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer diskettes and printouts, and any other data prepared under the terms of this agreement shall become the property of the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the CITY.

15. Upon completion and approval of the PROJECT plans, certification that all needed rights of way have been obtained and cleared of obstructions, and certification that all needed permits for the PROJECT have been obtained by the CITY, the DEPARTMENT shall let the PROJECT for construction. Except as provided herein and upon receipt of an acceptable bid, the DEPARTMENT shall bear all costs for construction, including all costs associated with inspection and materials testing during construction. The DEPARTMENT shall be solely responsible for securing and awarding the construction contract for the PROJECT.

16. The CITY shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT. The CITY shall correct or revise, or cause to be corrected or revised, any errors or

deficiencies in the designs, drawings, specifications, and other services furnished for this PROJECT. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The CITY shall also be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, and other services furnished by or on behalf of the CITY pursuant to this AGREEMENT.


17. The CITY shall review and recommend all shop drawings for approval to the DEPARTMENT for approval by the DEPARTMENT.

18. This AGREEMENT is made and entered into in FULTON County, Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have caused these presents to be executed under seal by their duly authorized representatives.

RECOMMENDED:

CITY OF ATLANTA, GEORGIA



Stephen T. Henry
District Engineer

BY: _____
Mayor

Director of Preconstruction

Signed, sealed and delivered this
_____ day of _____, _____,
the presence of:

Witness

Chief Engineer

Notary Public

DEPARTMENT OF TRANSPORTATION

This Agreement approved by the
Atlanta City Council at a meeting held
at _____ on
this _____ day of _____, _____

BY: _____
Deputy Commissioner

City Clerk

ATTEST:

APPROVED:

Treasurer

Commissioner of Public Works

Reviewed as to Legal Form:

APPROVED AS TO FORM:

Office of Legal Services
Date: _____

City Attorney

RECOMMENDED:

Chief Operating Officer

RCS# 3295
11/19/01
5:13 PM

Atlanta City Council

Regular Session

CONSENT

Pages 1 through 17

ADOPT

SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 3

*Reconsidered
without
Objection*

(See RCS # 327.)

Y McCarty	B Dorsey	Y Moore	Y Thomas
B Starnes	Y Woolard	Y Martin	Y Emmons
Y Bond	B Morris	Y Maddox	Y Alexander
Y Winslow	Y Muller	Y Boazman	NV Pitts

ITEM (S) REMOVED FROM
CONSENT AGENDA

01-O-1653
01-O-1788
01-O-1789
01-O-1887

CONSENT

**ITEMS ADOPTED ON
CONSENT AGENDA**

- | | |
|---------------|---------------|
| 1. 00-O-1291 | 39. 01-R-1807 |
| 2. 01-O-1578 | 40. 01-R-1808 |
| 3. 01-O-1720 | 41. 01-R-1866 |
| 4. 01-O-1876 | 42. 01-R-1858 |
| 5. 01-O-1877 | 43. 01-R-1859 |
| 6. 01-O-1900 | 44. 01-R-1860 |
| 7. 01-O-1740 | 45. 01-R-1861 |
| 8. 01-O-1741 | 46. 01-R-1862 |
| 9. 01-O-1742 | 47. 01-R-1863 |
| 10. 01-O-1744 | 48. 01-R-1871 |
| 11. 01-O-1904 | 49. 01-R-1902 |
| 12. 01-O-1725 | 50. 01-R-1930 |
| 13. 01-O-1732 | 51. 01-R-1931 |
| 14. 01-O-1733 | 52. 01-R-1940 |
| 15. 01-O-1734 | 53. 01-R-1731 |
| 16. 01-O-1735 | 54. 01-R-1778 |
| 17. 01-O-1736 | 55. 01-R-1779 |
| 18. 01-O-1737 | 56. 01-R-1780 |
| 19. 01-O-1738 | 57. 01-R-1797 |
| 20. 01-O-1739 | 58. 01-R-1896 |
| 21. 01-O-1790 | 59. 01-R-0868 |
| 22. 01-O-1872 | |
| 23. 01-O-1888 | |
| 24. 01-O-1897 | |
| 25. 01-O-1898 | |
| 26. 01-O-1905 | |
| 27. 01-O-1697 | |
| 28. 01-O-1726 | |
| 29. 01-O-1462 | |
| 30. 01-R-1603 | |
| 31. 01-R-1781 | |
| 32. 01-R-1784 | |
| 33. 01-R-1785 | |
| 34. 01-R-1803 | |
| 35. 01-R-1804 | |
| 36. 01-R-1805 | |
| 37. 01-R-1806 | |
| 38. 01-R-1924 | |
-

01-R-1805

(Do Not Write Above This Line)

A RESOLUTION

BY: CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ATLANTA FOR THE PURPOSE OF CONSTRUCTING ROADWAY IMPROVEMENTS DESCRIBED AS SR139/MARTIN LUTHER KING, JR., DRIVE FROM H.E. HOLMES ROAD TO BARFIELD AVENUE IN THE CITY OF ATLANTA, GEORGIA AND FOR OTHER PURPOSES.

ADOPTED BY

NOV 19 2001

COUNCIL

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Committee

Date

Chair

Action:

Fav, Adv, Held (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Held (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Held (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Held (see rev. side)

Other:

Members

Refer To

COUNCIL ACTION

☐ 2nd☐ 1st & 2nd☐ 3rd

Readings

☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

CERTIFIED

NOV 19 2001

Attest: Noble M. Ghoran
ACTING COUNCIL PRESIDENT PROTEM

MAYOR'S ACTION

NOV 27 2001

[Signature]